

Unless TBN directs otherwise, each such recorded version, and the reels and containers furnished therewith, shall be returned to TBN in as good condition as when received (reasonable wear and tear excepted) immediately after the single authorized television broadcast of the program.

6. Program Rights and Recording

All right and title in and to all programming, including without limitation, all copyrights, titles, names, stories, plots, incidents, ideas, formulas, formats, general content of the program, and other literary, artistic and musical or other creative material, other than that in the public domain, shall remain vested in TBN. Broadcaster agrees not to authorize, cause or permit TBN programming to be used for any purpose other than broadcast or promotion by Broadcaster. Broadcaster shall not allow any recordings or tape delayed transmission by any other person or entity for any purpose whatsoever.

7. Broadcaster's Right to Substitute

Nothing contained herein shall prevent or hinder Broadcaster from rejecting or refusing to broadcast any program which Broadcaster reasonably believes is necessary in order to comply with the FCC's Rules and Regulations, or from substituting for any program, regardless of content, a program of outstanding local or national importance.

8. Broadcaster Covenants

Programming accepted by Broadcaster shall be subject to the following conditions:

(a) Broadcaster shall not, without prior written permission of TBN, make any deletions from or additions to the "Praise The Lord" program and any other TBN Programs, or insert any commercial or other announcements therein.

(b) Broadcaster shall not, without TBN's prior written authorization, sell unsponsored TBN programs for commercial sponsorship.

(c) Broadcaster shall not delete the TBN identification, or the program promotional or production credit announcements from any "Praise The Lord" program and any other TBN programs, except that Broadcaster may omit announcements pertaining to a program that Broadcaster is not going to broadcast. For any such deleted material, Broadcaster may substitute only promotional announcements of TBN or Broadcaster.

(d) For TBN programming other than that referred to in subparagraph 8(c) above, Broadcaster shall not delete the TBN identification, nor shall it insert during any TBN programming any announcements or advertisements which shall be inconsistent with TBN's fundamental Christian morals and standards which include, but are not limited to any and all "R" or "X" rated movie advertising; advertising for contraceptives, alcoholic beverages, or feminine hygiene products of a personal nature, or abortion clinics; any advertising containing undersireable connotations in reference to the occult, witchcraft, astrology, horoscopes, magic (such as mystic science), gambling, tobacco products, controlled substances or sexual promiscuity. If Broadcaster inserts any announcements which TBN deems inconsistent with the standards set forth above, the same shall be considered a breach of this Agreement and TBN shall have the right to terminate the Agreement after giving Broadcaster a reasonable opportunity to cure the breach.

#### 9. Delayed Broadcasts

If TBN offers a program that Broadcaster is unable to broadcast at the time of the proposed transmission, and if TBN and Broadcaster shall agree on a delayed broadcast of it from video tape or other recorded version, the following provisions shall apply:

(a) each party shall be compensated for the delayed program as though it had been carried directly;

(b) at the time of each delayed broadcast, Broadcaster shall announce that the program is a tape or other recorded version of a program that was presented earlier.

(c) Broadcaster shall use such tape or other recorded version only for the purpose herein contemplated, broadcasting it only at the time agreed upon and comply with TBN's instructions concerning its disposal.

(d) TBN reserves the right to discontinue, upon 24 hours notice, any arrangements with respect to any delayed broadcasts of TBN programs.

#### 10. Performing Rights Licenses

TBN shall maintain such licenses, including performing rights licenses, as now are or hereafter may be in general use by television broadcasting stations and as may be necessary to enable broadcast of TBN programs. TBN shall endeavor to enter into appropriate arrangements to

clear at the source all music in the repertoire of American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), and of SESAC, Inc. used in TBN programming; thereby licensing the broadcast of music in such programs over Broadcasters' station.

11. Indemnification

TBN will indemnify and hold Broadcaster harmless from and against any and all claim, damage, liability, cost, or expense (including legal fees, provided TBN has the option of either providing necessary legal services or agreeing with Broadcaster in the selection of such legal representation) reasonably incurred and arising from the broadcast of any material supplied by TBN. Broadcaster will likewise indemnify and hold harmless TBN from and against any claim, damage, liability, cost of expense (including legal fees) reasonably incurred arising from the broadcast of any material other than that supplied by TBN.

12. Warranties

TBN and Broadcaster each represent and warrant to the other that each has the necessary power and authority to enter into this Agreement and fully perform its obligations hereunder.

13. Force Majeure

TBN shall not be liable to Broadcaster for failure to deliver any program by reason of an act of God, labor disputes, breakdown of facilities, fire, flood, legal enactment, war, governmental order or regulation, or any other cause beyond its control. Broadcaster in turn, shall not be liable to TBN for failure by reason of any of the aforesaid contingencies to broadcast any TBN program Broadcast has previously accepted or is obligated to accept and broadcast. Broadcaster shall not have the right to payment for any program not broadcast by reason of the aforesaid contingencies.

14. Cancellation

This agreement may be cancelled upon the following terms:

(a) If the transmitter location, power or frequency of the station is changed at any time so as to effect adversely the area or population coverage of the Broadcaster's station, TBN may terminate this Agreement upon 60 days written notice to Broadcaster.

(b) If Broadcaster airs programs or announcements immediately prior to or following the broadcast of TBN programming which are inconsistent with the fundamental Christian moral standards set out in

subparagraph 8(d) above, this Agreement may be cancelled immediately by TBN by providing written notice of cancellation to the Broadcaster.

(c) Upon serving written notice of the execution of an agreement contemplating the transfer or assignment of the Broadcaster's authority to operate its station, such as would require the filing of an FCC 314 or 315, or successor forms of similar import, TBN may terminate this Agreement upon 30 days written notice.

(d) The breach by Broadcaster of any provision of the certain television broadcast facilities lease dated OCTOBER 15, 1986 with TBN for the transmitter equipment used by Broadcaster.

#### 15. Duration

This Agreement shall continue for a period of five (5) years, and TBN shall have the right to extend this agreement under the same terms and conditions for two additional five (5) year terms, provided it gives notice to Broadcaster thirty (30) days prior to the expiration of the then current term.

#### 16. Notices

Any notices given or required to be given hereunder shall be in writing, and shall be transmitted by prepaid mail or telegram addressed to TBN at P.O. Box C-11949, Santa Ana, CA 92711 and to Broadcaster at P.O. Box 2008, LA Puente, CA. 91746, or at such other address as either party may specify by notice similarly sent. Where notice is given by mail or by telegram, the date of mailing or the date of delivery to the telegraph office, as the case may be, shall be deemed the date of the giving of notice.

#### 17. General Provision

(a) The waiver by either party of a breach or default by the other shall not be deemed to constitute a waiver of any preceding or subsequent breach or default of the same or any other provision.

(b) This Agreement may not be modified, renewed or discharged, except as herein specifically provided, or by an agreement in writing signed by both parties.

(c) The parties to this Agreement intend that all disputes and controversies of every kind and nature between the parties herto arising out of or in connection with, this Agreement as to existence, construction, validity, interpretation or meaning, performance, non-performance,

enforcement, operation, breach, continuance or termination thereof, shall be arbitrated in Los Angeles or Orange County, California by a third person acceptable to the parties under the rules then obtaining of the American Arbitration Association or the Christian Legal Society's arbitration service. Both parties agree to be bound by the decision of the arbitrator. The cost of such arbitration shall be borne as the award may direct. The award shall be rendered in such form that judgement shall be entered thereon in the highest court of the forum having jurisdiction thereof.

(d) This Agreement shall be governed by the laws of the State of California.

(e) This constitutes the entire Agreement between the parties, all prior understandings are hereby merged herein.

(f) All parties agree that this agreement was drafted and prepared by all parties, and the provisions hereof shall not be strictly construed against anyone party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first above written.

TRINITY BROADCASTING NETWORK, INC.

by: Paul F. Crouch  
Paul F. Crouch, President

BROADCASTER: ALL AMERICAN T.V.

by: Sonny Argonzoni  
Sonny Argonzoni, President



503-243-6666

NATIONAL MINORITY TELEVISION INC.  
P.O. BOX C-11951  
SANTA ANA, CA 92711  
714/731-7571

May 2, 1988

Mr. Lee Wood  
KOIN-TV Inc.  
222 SW Columbia  
Portland, OR 97201

Dear Sir;

RE: Draft Lease with KOIN-TV, Inc.

Below are listed changes, corrections and additions that we feel are necessary for our comfort:

1. In the opening salutation, the correct name for National Minority TV, Inc., a California nonprofit corporation is shown.

2. Paragraph B of the recitals has been changed as follows:

"National is the pending assignee at the FCC in BAPCT-871218KH to acquire UHF television KTDZ, Channel 24, Portland, Oregon (the "Station")."

3. Paragraph C of the recitals references Exhibit A which describes the site. A copy of that Exhibit is needed.

4. Likewise, a copy of Exhibit B, referenced in paragraph 1(a) (i) will also have to be obtained. Exhibit B depicts the space on the tower National will be leasing.

5. Paragraph 2, "Term", has been rewritten as follows:

"The initial term of this Lease shall be for five (5) years commencing on December 1, 1988 and ending on December 1, 1993, provided National has received all of the authorizations specified in paragraph 30, infra. In the event National has not obtained the authorizations specified in paragraph 30, then this Lease shall commence on the date the last of those required authorizations is (are) received by National."

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6. Paragraph 3(b) should be completed by specifying a monthly lease of \$5,500.00.

7. A new subparagraph (d) in paragraph 3 has been added as follows:

"The amount required for National to construct the Building to house its Transmitter Equipment on the Site, in accordance with the terms and conditions of this Lease. KOIN shall be provided with proof of National's expenses in constructing the Building, and the total of such proved expenses will be used in determining the total Construction Credit provided for in paragraph 3(b)."

As we have previously discussed, the Construction Credit is a mechanism which allows NMTV to regain over the initial sixty (60) month term of the Lease the expenses associated with modifying and/or upgrading the tower, and now building the Transmitter Building. Consequently, in order to fully integrate the Construction Credit provided for in new paragraph 3(d), the last two sentences of paragraph 3 now read as follows:

"For the purposes of paragraph 3(b) the Construction Credit shall equal one-sixtieth of the sum of the amounts paid by National to KOIN and in constructing the Building pursuant to paragraphs 3(a), 3(c) and 3(d). By way of example, if National pays KOIN the sum of One Hundred and Ninety Eight Thousand Dollars (\$198,000.00) pursuant to paragraph 3(a), Sixty Thousand Dollars (\$60,000.00) pursuant to paragraph 3(c), and pays Fifty Thousand Dollars (\$50,000.00) in constructing the Building pursuant to paragraph 3(d), then the monthly rental for the initial term shall be Three Hundred and Sixty Six Dollars and Sixty Six Cents (\$366.66).  
(\$5,500.00  $\frac{(\$198,000.00 + \$60,000.00 + \$50,000.00)}{60}$ ) = \$366.66.)

60

Also, in the event National is no longer nonprofit, or it no longer broadcasts primarily religious programming, paragraph 3 also has been modified to limit KOIN's rights in such an event to charging more rent, not the right to cancel the Lease. Hence, the third sentence in paragraph 3 now reads:

"KOIN shall have the right to increase the rental amounts under this Lease by no more than fifty percent (50%) if at any time during the Lease National is not a nonprofit corporation or does not broadcast programming that is primarily religious in nature."

8. Paragraph 4, "Use of Leased Property," the first sentence has been changed to read as follows:



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"National shall use the Leased Property only to maintain and operate National's antenna transmission line, microwave equipment, and the Transmitter Equipment for the purpose of transmitting programming on the Station and related subcarrier bands, and to construct and maintain the Building."

In addition, in order to accommodate a transitional period which would permit National to use the Transmitter Building as its master control facility, the second sentence in paragraph 4 has been modified to read as follows:

"The Building shall be used solely for the purpose of housing the Transmitter Equipment and shall not be occupied on a regular basis except as is necessary to maintain and operate the Transmitter Equipment, except National shall have the right to use the Building and Leased Property for the first twenty-four (24) months of the term of this Lease as its master control facilities for operating and programming the Station."

9. The first sentence of paragraph 5, "National's Right of Access," is expanded to include unencumbered access to the Building. Specifically, the sentence now reads:

"KOIN hereby grants National a nonexclusive right of access, for the term of this Lease, to the Tower, Building and the Site to the extent reasonably . . ."

10. Paragraph 5(b) has been modified to acknowledge National's right to use the Building as its master control facilities for a period of twenty-four (24) months. Hence, paragraph 5 reads as follows:

"At the expiration of the twenty-four (24) month term provided in paragraph 4 within which National has the right to use the Building as its master control facilities for the Station, National will notify KOIN's Director of Engineering, in advance, of any entry into the Building, except in cases of emergency where such notice is not practical."

11. The following sentence has been added at the end of paragraph 6, "Maintenance:"

"KOIN shall also be responsible to maintain the Tower obstruction marking and lighting, if any, as required by Section 73.1213(c) of the rules and regulations of the Federal Communications Commission."

Paragraph 6(b), the third line down, the phrase "first class condition" has been substituted with "good condition since "good

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condition" is more to the industry's standard and because "first class condition" is somewhat ambiguous.

12. The "Termination" is deleted and in addition, the remainder of paragraph 10 has been modified to read as follows:

"If KOIN determines that National's signal or equipment is interfering with the operation or performance of KOIN-TV or any of KOIN's existing tenants, then National shall promptly rectify such interference, and its failure to do so within a reasonable time shall give KOIN-TV the right to terminate this Lease at any time thereafter upon thirty (30) days written notice to National."

13. The last sentence of paragraph 14 has been modified to read as follows:

"The foregoing remedies of KOIN are not intended to be exclusive, but KOIN must elect between seeking liquidated damages or the remedies and reliefs afforded by applicable law and/or equity."

14. Paragraph 15(a) now reads as follows:

"Neither KOIN nor National shall be liable for injury to or death of persons or damages to property occurring upon or around the Leased Property except that which is caused by the wilful misconduct of either of them. In no event shall KOIN or National be liable to the other for any economic loss incurred by either on account of or relating to the Leased Property or the use thereof, on account of either's operations, or on account of either's negligent acts or omissions. Both parties shall indemnify and defend the other, at their expense, against all claims, expenses, liabilities, and costs (including reasonable attorney fees and court costs) arising from or relating to:

- (i) Any default by either party hereunder;
- (ii) Any act of negligence or wilful misconduct by either National or KOIN, or their agents, contractors, employees or licensees; or
- (iii) The conduct of the business of National or KOIN."

15. Paragraph 16, "Improvements," provides that KOIN may require National to post a bond in an amount equal to 150% of the value of any improvements it may undertake. Since this Lease now requires for the first time that National must build its own Transmitter Building, we excluded the construction of that building from the

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reach of paragraph 16. Accordingly, paragraph 16 has been modified to read as follows:

"Except for National's construction of the Building, no alterations, additions, or improvements to the Leased Property shall be made . . ."

16. Paragraph 19, "Assignment," should permit assignment by National with the prior written approval of KOIN. Unless National has the right to assign, even under limited circumstances, the value of Channel 24 is dramatically reduced, since any succeeding party would have no guarantee that it would be able to use the same site. Hence, the first sentence of paragraph 19 has been modified to read as follows:

"National shall not assign, mortgage or encumber this Lease or the Leased Property, nor sublet or permit the Leased Property or any part thereof to be used by others without the express prior written consent of KOIN, which consent shall not be unreasonably withheld by KOIN."

17. Paragraph 22, "Notices," has been expanded to list Jane Duff as Vice President of National with copies to Colby M. May.

18. Paragraph 28, "Renewal Option," has been changed to two (2) additional five-year renewal options. In addition, the base rent of \$5,500.00 has been noted throughout paragraph 28, and the CPI base years noted in sentence 6 has been updated to state years 1984-1986 rather than 1982-1984.

19. Paragraph 29, "Guaranty," has been corrected to read "Trinity Broadcasting Network" rather than "Trinity Broadcasting Corporation." In addition, we will obviously need to see the Guaranty Agreement which is referred to as Exhibit C.

20. Finally, a new paragraph 30 has been added. Specifically, National should have as a condition precedent that it actually receives all required FCC, FAA and local government use and/or zoning authorizations before the Lease kicks in. Accordingly, the following paragraph 30 has been added:

"Required Authorizations. Commencement of this Lease, and the obligations, rent payments and responsibilities of National hereunder shall not begin until, and are contingent upon, National receiving "final authority" from the Federal Communications Commission, the Federal Aviation Administration, and all required state and/or local governmental authorizations, if any, to construct and operate the Station on the Leased

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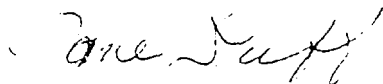
Property. National shall, after execution of this Lease, promptly apply for and prosecute the required applications and authorization requests with the above noted authorities, and shall diligently and in good faith prosecute the same. For purposes of this paragraph, "final authority" means when the authorizations issued by the above noted authorities are no longer subject to administrative or judicial review."

I talked to James Boyd of KMJK (FM) and they are very interested in sharing of expenses relative to the tower re-enforcement. I sent a letter proposal to KMJK and expect to receive an affirmative reply.

I hope that everything has been covered in this rather lengthy response. I hope the changes are acceptable so that we may go forward with the signing of the document in its final form.

I look forward to hearing from you in the near future. Please call with any questions.

Sincerely,



Jane Duff  
Vice President

JD/clm



*See later notes*

LEASE AGREEMENT

THIS LEASE, dated for reference purposes the 2<sup>nd</sup> day of July, 1988, is by and between KOIN-TV, Inc., a Delaware corporation (KOIN), and National Minority TV, Inc., a California nonprofit corporation (National).

R E C I T A L S:

A. KOIN is the licensee of television station KOIN-TV Portland, Oregon;

B. National is the pending assignee at the Federal Communications Commission of BAPCT-871218KH to acquire UHF television KTDZ, Channel 24, Portland, Oregon (the Station);

C. KOIN owns a tower (the Tower) and real property (the Site) in Multnomah County, Oregon, used in the operation of KOIN-TV. The Site is described on Exhibit A attached hereto.

D. National desires to lease space from KOIN on the Tower for its antenna and transmission line and space on the Site to construct a building (the Building) for National's transmitter and associated equipment (Transmitter Equipment) for use in connection with the operation of the Station;

E. Magic Radio, Inc. (KMJK) also wishes to lease space from KOIN on the Tower for its FM radio antenna; and

F. In order to accommodate National's antenna and KMJK's antenna the Tower will require certain structural modifications.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties agree as follows:

1. Leased Property.

(a) KOIN hereby leases to National:

(i) Space on the Tower centered at an approximate elevation of 740 feet for National's transmission antenna.

(ii) Space on the Tower and the Site for a transmission line from National's Transmitter Equipment to National's antenna.

(iii) Approximately 2,000 square feet of space on the Site for National's Transmitter Equipment, which space is depicted on Exhibit B attached hereto.

The spaces described in subparagraphs 1.1(a) are collectively referred to herein as the Leased Property.

(b) If it becomes necessary or desirable for National to replace, make additions to, alter, or improve any of its Transmitter Equipment during the course of this Lease and KOIN gives its written approval for such replacements, improvements, additions, or alterations (collectively referred to as the Modifications), the term Leased Property shall be deemed amended to include the space required for the Modifications and to exclude any space that is relinquished as a result thereof. KOIN may withhold its approval of any Modifications in its sole and unfettered discretion. KOIN may condition its approval of any Modifications by requiring National to:

(i) Pay for the cost of any Tower studies KOIN believes should be undertaken;

(ii) Pay for the cost of any Tower modifications  
KOIN believes should be undertaken;

(iii) Pay increased rent; and,

(iv) Make the Modifications in such location and  
in such manner as expressly approved in advance by KOIN.

2. Term. The initial term of this Lease shall be for  
(a) five years commencing on the later of December 1, 1988 or  
(b) the date National has received all the authorizations  
specified in paragraph 30 hereof.

3. Rent; Construction Cost.

(a) National shall pay to KOIN as rent for the Leased  
Property the sum of \$5,500 per month less the Construction  
Credit (as hereinafter defined), payable in advance, on the  
first day of each month of the lease term. All payments shall  
be made by National to KOIN without notice or demand, at such  
place in the United States of America as KOIN may from time  
to time designate in writing. Initially, the paymer  
made to KOIN at 222 SW Columbia, Portland, Ore  
Construction Credit shall equal one-sixtieth of  
the amounts paid by National to KOIN pursuant to  
3(b). By way of example only, if National pays KOIN t.  
\$300,000 pursuant to paragraph 3(b), then the monthly rent  
for the initial term shall be \$2,500.

$$[\$5,500 - (\frac{.6 \times \$300,000}{60}) = \$2,500]$$

In establishing the rental set forth herein, KOIN has relied on  
National's representation that it is a nonprofit corporation



that broadcasts religious programming. KOIN shall have the right to increase the monthly rental amounts under this Lease by an amount not to exceed 50 percent of the then existing monthly rental (without deduction of the Construction Credit) if at any time during the term of this Lease National is not a nonprofit corporation or does not broadcast programming that is primarily religious in nature. National's programming shall be deemed to be "primarily religious in nature" only so long as the content of 75 percent of the hours between 6:00 p.m. and midnight is religious programming.

(b) National shall pay KOIN the cost of making the modifications to the Tower required to accommodate National's and KMJK's antennae as follows:

(i) Prior to commencing the modifications, National shall pay KOIN the estimated cost of making the modifications to the Tower; and,

(ii) After the modifications have been made, National shall pay KOIN the amount, if any, by which the actual cost of making the modifications exceed the sum set forth in subparagraph 3(b)(i), which sum shall be payable on receipt of KOIN's invoice therefor.

National shall have no claim against KOIN and shall not be entitled to any reduction in the payments required under this paragraph on account of the fact that the Tower will be strengthened in a manner that will enable it to also support other users' antennae as part of the work performed to enable

the Tower to support National's and KMJK's antennae. However, National shall have the right to recover from KMJK 40 percent of the amounts paid by National to KOIN pursuant to this paragraph 3(b). KOIN shall provide in its lease with KMJK that KMJK shall pay such amount to National. If KMJK does not occupy the Tower, and if KOIN enters into a lease with another Major User (as hereinafter defined) during the initial term of this Lease, then the provisions hereof applicable to KMJK shall apply to such Major User. "Major User" means a user with an antenna installed at or above 660 feet from the base of the Tower and weighing at least 500 pounds.

4. Use of Leased Property. National shall use the Leased Property only to maintain and operate National's antenna, transmission line, microwave equipment consisting of a studio to transmitter link with an eight foot or smaller parabolic antenna mounted at a mutually agreeable location, and the Transmitter Equipment for the purpose of transmitting programming on the Station and related subcarrier bands, and to construct and maintain the Building. The Building shall be used solely for the purpose of housing the Transmitter Equipment and shall not be occupied on a regular basis except as is necessary to maintain and operate the Transmitter Equipment. National shall comply with all laws and regulations of federal, state, county, and municipal authorities applicable to the Leased Property. National shall conduct its business in such a manner as will not interfere with, annoy, or disturb KOIN or KOIN's other tenants

in the operation of their respective equipment and transmission facilities. In no event shall National bring any hazardous or flammable substances on the Leased Property.

5. National's Right of Access. KOIN hereby grants National a nonexclusive right of access, for the term of this Lease, to the Tower, the Building, and the Site to the extent reasonably required to enable National to operate, maintain, and monitor its property and equipment for the transmission of the Station's signal, subject to the following:

(a) National will provide written notice to KOIN of all personnel of National who are authorized to have access to the Leased Property, and shall only permit the personnel specified in the notice to have access to the Leased Property.

(b) National will notify KOIN's Director of Engineering, in advance, of any entry into the Building, except in cases of emergency where such notice is not practical.

(c) National must receive KOIN's advance approval for any access to the Tower, and such access may only be made by fully qualified adult personnel, whose qualifications have been approved by KOIN's Director of Engineering.

(d) National will comply with all security and safety precautions and measures required by KOIN with respect to the Site and the Tower.

6. Construction and Maintenance.

(a) Tower. KOIN shall generally maintain and repair the Tower in a manner that will preserve the Tower in its

existing condition. However, National shall be solely responsible for and shall reimburse KOIN for the costs of all repairs and maintenance necessitated by any act or omission of National, or its agents, employees, or invitees. KOIN shall have no obligation to perform any repairs or maintenance until a reasonable time after receiving written notice of the necessity therefor. KOIN shall also be responsible to maintain the Tower obstruction marking and lighting, if any, as required by Section 73.1213 of the rules and regulations of the Federal Communications Commission.

(b) Building. National shall construct, maintain, and repair the Building and keep the same in good condition at National's sole cost and expense. KOIN shall have no responsibility of any kind whatsoever with respect to the Building. Prior to commencing construction of the Building, National shall submit detailed plans and specifications therefor to KOIN and obtain KOIN written approval thereof.

7. Damage or Destruction of Leased Property. In the case of damage by fire or other casualty to the Tower that renders it unusable, in whole or in part, there shall be an equitable reduction of the rent until the damage has been repaired or until the expiration of the term of this Lease, whichever first occurs. Notwithstanding the foregoing, KOIN may elect not to restore or repair the Tower, in which case either party may terminate this Lease without liability to the other.

8. Taxes, Utilities. Any taxes levied upon equipment or other personal property owned or held by National and located on

the Leased Property shall be paid by National. National shall pay all real property taxes and assessments of any nature attributable to the Building or attributable to that portion of the Site upon which the Building is located, within 10 days after receipt of KOIN's invoice therefor. If the Building and the portion of the Site occupied by the Building are not separately assessed, KOIN shall determine what portion of the taxes and assessments should be paid by National on an equitable basis. National shall, at its sole cost and expense, install separate meters for electric power and separate telephone and cable lines required for its equipment and pay all charges relating to the installation and use thereof. The location of such installations must be approved in advance by KOIN.

9. Other Maintenance. National shall be solely responsible for the inspection and maintenance, including testing with National's testing equipment, of the technical property and equipment of National located on the Leased Property in accordance with the rules of the Federal Communications Commission and all other governmental agencies with applicable jurisdiction. KOIN shall not be required to furnish any maintenance, service, parts or supplies for National's property and equipment. The operation of National's equipment shall at all times remain its sole responsibility, and it shall at all times provide employees to carry out such operations.

10. Termination. If KOIN determines that National's signal or equipment is interfering with the operation or

performance of KOIN-TV or any of KOIN's existing tenants, KOIN shall so notify National. National shall promptly rectify such interference and if it fails to do so within 60 days, then KOIN shall have the right to terminate this Lease at any time upon 30 days' prior written notice to National. KOIN shall have no obligation or duty to modify KOIN-TV's television signal in any manner.

11. KOIN's Right of Access. KOIN or its agents shall have the right to inspect the Leased Property at all times or to make such maintenance, repairs, alterations, improvements or additions as KOIN may deem necessary or desirable. KOIN shall attempt to exercise this right in a manner that will not unduly interfere with National's use of the Leased Property, but shall have no liability in the event such interference does occur.

12. Insurance. National shall maintain throughout the term of this Lease, a policy of general public liability insurance, with limits of not less than \$5,000,000 in respect to bodily injury and a like amount for property damage. Said insurance shall be effected under enforceable policies issued by insurers, reasonably acceptable to KOIN, who are licensed to do business in the state of Oregon, and shall name KOIN as an additional insured. Such insurance shall permit KOIN to recover from National for risks insured thereby notwithstanding the fact that KOIN is named as an insured thereunder. National shall also maintain, throughout the term of this Lease, extended coverage casualty insurance covering National's property and

equipment on the Leased Property for the full replacement value thereof. National hereby waives any and all rights of recovery against KOIN, and its employees and officers for loss or damage to National or its property where such loss is or could be insured against under any insurance policy available in the state of Oregon. National shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.

13. Eminent Domain. If the Leased Property, or any part thereof, is taken by eminent domain or sold by KOIN under threat thereof, this Lease shall expire on the date when the Leased Property shall be so taken and the rent shall be apportioned as of that date. Any claim or award with respect to such taking shall be the sole and exclusive property of KOIN.

14. Default. If the Leased Property shall be vacated by National, or if National becomes insolvent or if proceedings are commenced against National in any court under any bankruptcy law or for the appointment of a trustee or receiver of National's property, or if there shall be a default in the performance of any provision of this Lease on the part of National for more than ten days after written notice of such default by KOIN, KOIN may (if KOIN so elects) terminate this Lease, and re-enter or repossess the Leased Property either by force, appropriate legal proceedings, surrender or otherwise, and dispossess and remove therefrom National or other occupants thereof, and their property without being liable to any prosecution therefor. In "

the event KOIN terminates this Lease on account of a default by National, National shall be liable for all rent owed hereunder up to the date of termination, plus all other sums owing hereunder, plus 12 months additional rent as liquidated damages. National agrees that the foregoing liquidated damages provision is reasonable in view of the unique character of the Leased Property and the technological and regulatory restrictions that would limit KOIN's ability to locate additional tenants. National waives any rights to redeem under the provisions of applicable law. The foregoing remedies of KOIN are not intended to be exclusive and KOIN shall have the right to pursue, in addition to the foregoing, any other remedies or relief afforded by applicable law.

15. Indemnification.

(a) KOIN shall not be liable for injury to or death of persons or damage to property occurring upon or around the Leased Property except that which is caused by KOIN's willful misconduct. In no event shall KOIN be liable for any economic loss incurred by National on account of or relating to the Leased Property or the use thereof, on account of KOIN's operations, or on account of KOIN's negligent acts or omissions. National shall indemnify and defend KOIN, at National's expense, against all claims, expenses, liabilities, and costs (including reasonable attorney fees) arising from or relating to:

(i) Any default by National hereunder;



(ii) Any act of negligence or willful misconduct by National or its agents, contractors, employees or licensees; or

(iii) The conduct of the business of National.

16. Improvements. No alterations, additions, or improvements to the Leased Property shall be made by National without KOIN's prior written consent. As a condition to giving such consent, KOIN may require National to post a lien and completion bond in an amount equal to 150 percent of the value of the proposed alterations, additions or improvements.

17. Performance of Obligations of National. If National shall be in default hereunder, KOIN may, at its option, cure such default on behalf of National, in which case National shall, on demand, reimburse KOIN for the cost thereof, together with interest at the rate of 12 percent per annum.

18. No Representations by KOIN. KOIN has made no representations or promises with respect to the Leased Property or the land upon which it is located, except as expressly set forth herein. No rights, easements, or licenses are acquired by National by implication or otherwise, except as expressly set forth in the provisions of this Lease. Taking possession of the Leased Property by National shall be conclusive evidence, as against National, that National accepts the Leased Property "AS IS" and that the Leased Property is in good and satisfactory condition at the time such possession was so taken.

19. Assignment. National shall not mortgage or encumber this Lease or the Leased Property, nor sublet or permit the